



**BENGALURU SOLID WASTE
MANAGEMENT LIMITED**

**DRAFT REQUEST FOR PROPOSAL DOCUMENT
Only through E-Procurement**

**“Appointment of PMC Services for the Work of
Shifting of Refused Derived Fuel (RDF) from Dry
Waste Collection Centers (DWCCS) and Processing
Plants to Bidadi KPCL Waste to Energy Plant and
Shifting of Ash from Waste to Energy Plant to
Landfill, Phase-2”**

**Office of the Deputy General Manager-3, 1st Floor,
BBMP Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru-560052.**

CONTENTS

Annexure	Description	Page no.
	Tender Notification	3
	Invitation for tenders (IFT)	5
Annexure 1	Terms of Reference	9
Annexure 2	Supplementary Information for Consultants	11
	Technical Proposal - Standard Forms (Form F-1)	13
	Financial Proposal - Standard Forms (Form F-6)	18
Annexure 3	Contract for Consultant Services	20



BENGALURU SOLID WASTE MANAGEMENT LIMITED

Office of the Deputy General Manager-3, 1st Floor, BBMP Building,
Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.

**

No. DGM-3/BSWML/Tend/ 06/2025-26
Date:14.07.2025

INVITATION FOR SHORT TERM TENDER (IFT) (Through GOK KPPP only)

The Deputy General Manager-3, Bengaluru Solid Waste Management Limited on behalf of the Managing Director, BSWML, Bengaluru invites tender from eligible tenderers for the Project management consultancy services for the works mentioned in the table below. The tenderers may submit tenders for services through KPP portal of the Government of Karnataka (viz. <https://kppp.karnataka.gov.in>). The tenderers are advised to note the minimum qualification criteria specified is as per KC-7 of standard bidder's documents. Other details can be seen in the bidding documents.

S L N o	Name of Works	Estimate amount of works (Rs. In Lakhs)	Duration (Including Monsoon)	EMD Amount in Rs.
1	Appointment of PMC Services for the work of Shifting of Refused	990.00	220 days	25,000.00

Contractor
General Manager-3

3

Deputy

BSWML

Derived Fuel (RDF) from Dry Waste Collection Centres (DWCCs) and Processing plants to Bidadri KPCL Waste to Energy Plant and Shifting of Ash from Waste to Energy Plant to Landfill, Phase-2			
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Calendar of Events:

1. Last date to upload pre-bid queries: 18.07.2025 up to 17.30 Hrs. in KPP Portal.
2. Pre bid meeting: 18.07.2025 at 15.00 Hrs at the office of CE & CGM (Tech), BSWML, Thimmaiah Road, Vasanthnagar, Bangalore.
3. Last date for submission of the bids: 23.07.2025 up to 16.00 Hrs.
4. Date of opening of technical bid on: 24.07.2025 at 16.30 Hrs.
5. Date of opening of Financial bids will be notified to technically qualified bidders.

Note:

1. The Employer shall not be liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the Tenderers of any tender updates, the Employer shall not be liable for any information not received by the Tenderers. It is the Tenderers responsibility to verify the KPP portal for the latest information related to the tender, E-mail address of the Helpdesk is hphelpdesk.blr@intarvo.com. KPP portal help desk telephone numbers are: 080-22371090/22373788. The tenderer is required to ensure browser capability of the computer well in advance to the last date and time for receipt of the tenders. The employer shall not be responsible for non-accessibility of KPP portal due to internet connectivity issues and technical glitches.
2. Any corrigendum/addendum will be published in the KPP portal only.

Sd/-

Deputy General Manager-3

BSWML

Copy Submitted to the:

1. Hon'ble Chairman, BSWML & ACS, UDD for kind information.
2. Hon'ble Managing Director, BSWML/Chief Commissioner, BBMP for kind information.
3. Chief Executive Officer, BSWML /Special Commissioner, SWM, BBMP for kind information.
4. CE (SWM)/Chief Engineer & Chief General Manager (Tech) BSWML, BBMP for kind information
5. Chief Operational Officer BSWML, for kind information.
6. Chief Financial officer BSWML /CAO, BBMP for kind information.
7. Company Secretary, BSWML for kind necessary action.
8. To all the Chief Engineers of BBMP to display in notice board.
9. Office Copy

Deputy General Manager-3
BSWML

INVITATION FOR TENDERS (IFT)

Name of the work: "Appointment of PMC Services for the Work of Shifting of Refused Derived Fuel (RDF) from Dry Waste Collection Centers (DWCCS) and Processing Plants to Bidadi KPCL Waste to Energy Plant and Shifting of Ash from Waste to Energy Plant to Landfill, Phase-2"

1. You are hereby invited to submit Technical and Financial proposals required for the above consultancy assignment, which could form the basis for future negotiations and ultimately a contract between your firm and Office of the Deputy General Manager-3, 1st Floor, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052
2. The purpose of the assignment is to: **Refer T.O.R @ Annexure-1**

3. The following documents are enclosed to enable you to submit your proposal:

- (a) Terms of Reference (TOR) - Annexure 1
- (b) Supplementary Information for the including suggested formats for the submission of Technical and Financial Proposals -Annexure 2
- (c) Form of Contract for Consultant's Services under which the Services will be performed -Annexure 3

4. In order to obtain first hand information on the assignment and local conditions, it is considered desirable that a representative of your firm visit the Client before the proposal is submitted. Your representative shall meet the following officials:

**Office of the Deputy General Manager-3, 1st Floor,
BBMP Building, Thimmaiah Road,
Vasanth Nagar, Bengaluru-560052**

Please ensure that advance intimation regarding your visit is sent to enable them to make appropriate arrangements.

5. Submission of Proposals:

The proposals shall be submitted in two parts viz., **"Technical"** and **"Financial"** and should generally follow the Forms given in the "Supplementary Information to Consultants".

5.1 The **"Technical"** and **"Financial"** proposals must be submitted in two separate parts through e-tendering in formats/schedules given in the Supplementary Information for consultants. The **"Technical Proposal"** should include the description of the firm/organization, the firm's general experience in the field of assignment, the qualification and competency of the personnel proposed for the assignment and the proposed work plan, methodology and approach in response to suggested terms of reference. This should not contain any cost information whatsoever. The **"Financial Proposal"** should contain the detailed price offer for the consultancy services inclusive of all Taxes.

You will provide detailed breakdown of costs and fees as follows:

- Remuneration of Staff
- Reimbursable such as per diem, transportation etc.; and
- Report, Reproduction etc.

Last date for receipt of tender documents is as mentioned in the tender notification.

5.2 Opening of Proposal

The proposal (Technical Proposal only) will be opened by the Client or his authorized representative on the date and place as

specified in the tender notification in presence of such consultants or their authorized representative who may choose to be present. It may please be noted that the Financial Proposal will not be opened until evaluation of Technical Proposal has been completed and approved by competent authority and the same may be intimated.

6. Evaluation of Proposals

A two-stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to opening of financial proposals. The technical proposals will be evaluated using the following criteria:

- (i) The consultant's relevant experience for the assignment of Consultancy services for the work of Shifting of RDF / Shifting of Inert / Shifting of Ash (50 points);
- (ii) The quality of the methodology proposed (25 points); and
- (iii) The qualifications and experience of the key staff proposed for the assignment (25 points).

Curricula Vitae of key personnel in each discipline for assessing the qualifications and experience of the personnel proposed to be deployed for the assignment should be included with the proposal (in the format of the sample curricula vitae). These personnel will be rated in accordance with:

- (i) General qualifications (30 points);
- (ii) Adequacy for the assignment (suitability to perform the duties of the assignment). These include education and training, length of experience on fields similar to those required as per terms of reference, type of positions held, time spent with the firm etc. (60 points);
- (iii) Their language and experience in the region (5 points).
- (iv) Involvements in skills transfer program and training ability (5 points).

7. Deciding the Award of Contract

Quality and competence of the consulting services shall be the paramount requirement. The decision of the award of the contract would be made as under:

- (i) Technical proposals scoring not less than 75% of the total points will only be considered for further evaluation;

(ii) The Client shall notify those consultants whose proposals did not meet the minimum qualifying points or were considered non-responsive to the Letter of Invitation and Terms of Reference, indicating that their Financial Proposals will not be opened through KPP portal.

(iii) The Financial Proposals shall be opened through KPP portal only.

(iv) The Evaluation Committee will determine whether the Financial Proposals are complete [i.e., whether they have covered all items of the corresponding Technical Proposals. If not, the Client will cost them and add their cost to the initial price], correct any computational errors. The evaluation shall exclude the Consultant's Service Tax.

(v) The Client will select the lowest proposal ['evaluated' price] among those that passed the minimum technical score and invite them for negotiations.

(vi) During negotiations the Consultant must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by it, as may be required to adjudge the reasonableness of its Financial Proposal.

(vii) Negotiations will commence with a discussion of the Consultant's Technical Proposal, proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement will then be reached on the final TOR, the staffing and staff months, logistics and reporting. Special attention will be paid to optimisation of the required outputs from the Consultants and to define clearly the inputs required from the Client to ensure satisfactory implementation of the Contract.

(viii) Changes agreed will then be reflected in the Financial Proposal using proposed unit rates (No negotiations of the unit rates including man-month rates)

(ix) Having selected Consultants, among other things, on the basis of the evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Technical Proposal and prior to contract negotiations will require assurance from the Consultant that these staff will be actually available. The Client will not consider substitutions during contract negotiations except in cases of unexpected delays in

the starting date or incapacity of key professional
for reasons of health.

staff

(x) The negotiations will be concluded with a review of the
draft form of contract. The Client and the Consultant
will finalize the contract to conclude negotiations.

(xi) If the negotiations with the Consultant are successful, the
award will be made to him and all other consultants
notified. If negotiations fail, and if it is concluded that a
contract with reasonable terms cannot be concluded
with the winning Consultant, the Consultant quoting second lowest
cost will be invited for negotiations. This process will be
repeated till an agreed contract is concluded.

8. Please note that the Client is not bound to select any of the firms
submitting proposals. Further as quality is the principal selection
criterion, the Client does not bind itself in any way to select the firm
offering the lowest price.

9 It is estimated that about **220 Days** of services will be required for
this assignment and generally you should base your financial
proposals on this figure. However, you should feel free to submit an
alternative proposal on the basis of man-months considered
necessary by you to undertake the assignment.

10 You are requested to hold your proposal valid for **90 days** from the
date of submission without change in the personnel proposed for the
assignment and your proposed price. The Client will make its best efforts
to select a consultant firm within this period.

11 Please note that the cost of preparing a proposal and of negotiating a
contract including visits if any is not reimbursable as a direct cost of the
assignment.

12 Assuming that the contract can be satisfactorily concluded in **Aug**
2025 you should be expected to take up/commence the assignment in
Aug 2025.

13 We wish to remind you that any manufacturing or construction firm
with which you might be associated with, will not be eligible to
participate in bidding for any goods or works resulting from or
associated with the project of which this consulting assignment form a
part.

14 **-Clause 14 Deleted-**

15 **-Clause 15 Deleted-**

16. Please note that the remuneration which you receive from this assignment will be subject to normal tax liability as per rules. Kindly contact the concerned tax authorities for further information in this regard, if required.

1. **- Clause 17 Deleted-**

Annexure:

1. Terms of Reference (TOR)
2. Supplementary Information to Consultants
3. Contract format under which Assignment will be performed

Annexure-1

TERMS OF REFERENCE (TOR)

1. Background:

The BSWML has taken up the work of “Appointment of PMC Services for the Work of Shifting of Refused Derived Fuel (RDF) from Dry Waste Collection Centers (DWCCS) and Processing Plants to Bidadi KPCL Waste to Energy Plant and Shifting of Ash from Waste to Energy Plant to Landfill, Phase-2”. The cost of the project approximately Rs 990.00 Lakhs.

2. A concise statement of the objectives of the assignment:

The objective of the work is:

Es t. No .	DESCRIPTION

1	Shifting of Refused Derived Fuel (RDF) from Dry Waste Collection Centers (DWCCS) & Processing Plants to Bidadi KPCL Waste to Energy Plant and Shifting of Ash from Waste to Energy Plant to Landfill
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The Consultant's services shall consist of Supervision of works and project management.

3. An outline of the tasks to be performed.

- a) Review Contractor's Implementation Plan and achieve the required progress and complete the work within the stipulated period of 220 days.
- b) Facilitate coordination between DWCCs, Processing plants & WTE plant.
- c) Ensure timely and safe shifting of RDF from DWCCs and processing plants to the Bidadi WTE plant.
- d) Enable scientific and environmentally safe transportation and disposal of ash to designated landfills.
- e) Comply with environmental, health, and safety regulations.
- f) Supervision & Maintain record of quantity (in MT), Quality, source, date, and time of dispatch and receipt of RDF & Ash Shifting.

4. Schedule for the completion of the tasks

The project duration is **220 Days** including monsoon.

5. Data, services and facilities to be provided by the Client.

A copy of the estimate to be provided to the consultant.

6. Final outputs (i.e., Reports & Quantity details, etc.,) that will be required by the Consultant.

7. Payment Schedule

During the course of construction of work at site till 220 days or till work completion	80% of the Consultancy fee will be paid to the consultant in proportion to the Physical Progress achieved by the construction agency.
On completion of the work in all	Balance 20% of Total Fee

respect to the satisfaction of the client and certified by engineers in charge & after submission of Final Report.	
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Note: All payments shall be made on submission of pre-receipted invoices by the Consultant in duplicate for the respective stages

8. Composition of the Review Committee and review procedure to monitor Consultant's work

- a) Chairman - Chief General Manager/ Chief Engineer, BSWML
- b) Member (Technical) - Deputy General Manager-3, BSWML
- c) Member (Finance) - Accounts Superintendent, BSWML

9. List of Key Position, whose CV and experience would be evaluated

- a) Team leader (Environmental Engineer) - Over all in charge.
- b) Environmental /Civil Engineer for Field work & Documentation - 1 No

Annexure 2

SUPPLEMENTARY INFORMATION FOR THE CONSULTANTS

Proposals:

1. Proposals should include the following information:

(a) Technical Proposals:

- i. Technical Proposal Submission in Form F-1.
- ii. A brief description of the firm/organization and an outline of recent experience on assignments/projects of similar nature executed during the last three years in the format given in Form F-2.
- iii. Any comments or suggestions of the Consultant on the TOR.
- iv. A description of the manner in which Consultants would plan to execute the assignment, work-plan, time schedule in Form F-3 and approach or methodology proposed for carrying out the assignment.
- v. The composition of the team of personnel which the Consultant would propose to provide and the tasks which would be assigned to each team member in Form F-4.
- vi. Curricula Vitae of the individual key staff members to be assigned for the assignment and of the team leader who would be responsible for supervision of the team. The curricula Vitae should be in Form F-5 and signed by the concerned personnel.
- vii. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client as indicated in the TOR.
- viii. The firm must have an experience in the field of civil engineering consultancy for last 5 years i.e. providing project management and consultancy services for State/Central Government projects and their undertaking agencies.
- ix. The Tenderer shall have experience of similar nature of work in last Five years i.e. between 2020-21 and 2024-25 of not less than 50 % of Project cost. In support of this, the Tenderer shall furnish a Work Completion Certificate duly certified by the Competent Authority not less than the rank of Executive Engineer along with Technical Bid.
- x. Achieved in at least two financial years out of last 5 years i.e. between 2020-21 and 2024-25, a minimum turnover of not less than 5% of Project cost. In support of this, the Tenderer shall furnish a Certificate duly attested by a Chartered Accountant along with Technical Bid.
- xi. Consultant should provide with latest Valid GST certificate which should be submitted as proof.
- xii. Consultant should have Established Office locally and should be running office from past 5 years. Proof of certificate should be submitted.
- xiii. Joint Tenders are not allowed. The offer of the Consultant, who does not qualify for the above pre-qualification norms, will not be considered for further evaluation.
- xiv. Past experience and Quality of services of tenderer will be considered for evaluation and will be rejected if found bad record.
- xv. Employer can reject any tenderer or cancel the tender without assigning any reason.

(b) Financial Proposals:

The financial proposals should include the following:

- i. Financial Proposal submission in Form - 6.
- ii. Cost Estimate of Services, List of Personnel and Schedule of Rates in Form - 7

2. Two copies of the Proposals should be submitted to the Client.

3. The Consultants should note that the Contract for this Assignment will be with the

Client **Office of the Deputy General Manager-3, 1st Floor, BBMP Building, Thimmaiah Road, Vasanth Nagar, Bengaluru-560052.**

Payments to the Consultants shall be made in accordance with the agreed estimated

schedule assuring the Consultants of regular payments along as progress on the

Assignment proceeds as planned and invoices with relevant supporting documents are

submitted for approval on a timely basis.

4. Review of reports:

A review committee (to be restricted to three members) consisting of the following officers will review all reports of Consultants (Inception, Monthly, Quarterly and other reports) and suggest any modifications/changes considered necessary within 15 days of receipt.

- | | | |
|-----------------------|---|--|
| d) Chairman | - | Chief General Manager/ Chief Engineer, BSWML |
| e) Member (Technical) | - | Deputy General Manager-3, BSWML |
| f) Member (Finance) | - | Accounts Superintendent, BSWML |

FORM F - 1

FORM OF SUBMISSION OF TECHNICAL PROPOSAL

From:
Client)

(Name of Consultant)

To: (Name of

Office of the Deputy
General Manager-3, 1st Floor,
BBMP Building, Thimmaiah
Road Vasanth Nagar,
Bengaluru-560052.

Sir:

Hiring of Consultancy Services for

Reference: IFT No. dated

We herewith enclose Technical Proposals for the above assignment

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988".

Contractor
General Manager-3

15

Deputy

BSWML

Yours faithfully,

Signature

Name

Address

.....

.....

(Authorized

representative)

FORM F - 2

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST THREE YEARS

1. Brief description of the Firm/Organization

2. Outline of the recent experience on assignments of similar nature:

Sl . No	Name of assignment	Name of project	Client	Cost of assignment	Date of commence ment	Date of completion	Was assignment satisfactorily completed

Contractor
General Manager-3

16

Deputy

BSWML

1	2	3	4	5	6	7	8

[Note: Please attach certificates from the Client by way of documentary proof]

FORM F - 3

WORK PLAN TIME SCHEDULE

A. Field Study:

Sl. No.	Item	Month-wise Program
		1 st 2 nd 3 rd 4 th 5 th 6 th 7 th 8 th 9 th

B. A short Note on the Approach and Methodology outlining various steps for performing the Assignments

C. Completion and submission of Reports

1. Inception Report
2. Monthly Reports
3. Final Report

D. Comments/Suggestions on Terms of Reference

Contractor
General Manager-3

17

Deputy

BSWML

E. Comments on the data, services and facilities to be provided by the Client.

FORM F - 4

COMPOSITION OF THE TEAM PERSONNEL AND THE TASK ASSIGNED TO EACH TEAM MEMBER

1. Technical/Managerial Staff

Sl.No.	Name	Position	Task assignment
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2. Support Staff

Sl.No.	Name	Position	Task assignment
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FORM F - 5

SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF CONSULTANT'S TEAM

- 1. Name:**
- 2. Profession/ Present Designation:**
- 3. Years with Firm/Organization: Nationality:**
- 4. Area of Specialization:**

5. Proposed Position on Team:

6. Key Qualifications:

(Under this heading, give outline of staff member's experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarize college/university and other specialized education of staff member, giving names of schools/colleges, etc., dates attended and degrees obtained. Use up to a quarter page.)

8. Experience:

(Under this heading, list all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use up to three quarters of a page.)

9. Languages:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor'.)

Staff Member

Signature of

Date:

Place.....

FORM F - 6

FORM OF SUBMISSION OF FINANCIAL PROPOSAL

From:

.....
.....

To:

.....
.....

Contractor
General Manager-3

20

Deputy

BSWML

.....
.....

(Name of Consultant)

.....
.....

(Name of Client)

Sir:

Hiring of Consultancy Services for

.....

Reference: IFT No. dated

We herewith enclose Financial Proposals for the above assignment.

We undertake that, in competing for (and, if award is made to us, in executing) the contract for the above assignment, we will strictly observe the laws against fraud and corruption in force in India, namely "Prevention of Corruption Act 1988"

Yours faithfully,

Signature:

Name:

Address:

.....

(Authorized

representative)

FORM F - 7

COST ESTIMATE OF SERVICES, LIST OF PERSONNEL, SCHEDULE OF RATES

1. Remuneration of Staff (Professional/Managerial/Support)

Designation	Name	Rate (Rs.) (per day/month)	Period (days/months)	Total Amount (Rupees)
(a) Team Leader				
(b)				
(c)				
(d)				
(e)				
(f)				

Sub-Total (1)

2. Reimbursable:

Item	Rate (Rs)	Unit	Total Amount (Rs.)
(a) Travel			
		..	
(b) Local Transportation			
		..	
(c) Per diem			
		..	
(d) Others (Give details)			
		..	

Sub-Total (2)

TOTAL COST (REMUNERATION & REIMBURSABLE)

.....

CONTINGENCY

.....

CONTRACT CEILING AMOUNT (Figures and Words)
(Figures)

.....**(Words)**

Annexure 3

CONTRACT FOR CONSULTING SERVICES

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert Client's name] ("the Client") having its principal place of business at [insert Client's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

i) The Consultant shall perform the services specified in Attachment A, " Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Attachment B, "Consultant's Reporting Obligations," within the time periods listed in such Attachments, and the personnel listed in Attachment C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term:

The Consultant shall perform the Services during the period commencing the date and continuing through or any other period as may be subsequently agreed by the parties in writing.

3. Payment:

A. Ceiling:

For Services rendered pursuant to Attachment A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs.

The payments made under the Contract will be as per Clause 7 of Annexure-1 (Terms of Reference)

B. Deleted

C. Deleted

D. Payment Conditions:

Payment shall be made in Indian Rupees, no later than 60 days following submission by the Consultant of invoices in duplicate to the coordinator designated in Clause 4.

3. Contract Administration:

A. Coordinator:

The Client designates Mr./Ms. As Client's Coordinator; The Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets:

During the course of their work under this Contract, including field work the Consultants' employees providing services under this contract may be required to complete timesheets or any other document used to identify the time spent, as well as expenses incurred, as instructed by the coordinator.

C. Records and Accounts:

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultants' records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard:

The Consultants undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality:

The Consultants shall not, during the term of the Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material:

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultants for the Client under the Contract shall belong and remain the property of the Client. The Consultants may retain a copy of such documents and software; but shall not use them for purposes unrelated to this Contract without prior written approval of the Client.

8. Consultants not to be engaged in certain activities:

The Consultants agree that during the term of this Contract and after its termination, the Consultants and any entity affiliated with the consultants, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance:

The Consultant will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultant shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with the services which result from the fault of the Consultant or its staff. The Consultant shall provide the Client with certification thereof up on request.

10. Assignment:

The Consultant shall not assign this Contract or to sub-contract any portion without the Client's prior written consent.

11. Law governing the Contract:

The contract shall be governed by the Laws of India.

12. **Indemnify the Client:**

The Consultant shall indemnify and hold harmless the Client against any and all claims, demands and/or judgements of any nature brought against the Client arising out of the Services by the Consultant and its staff under the Contract. The obligation under this Clause shall survive the termination of the Contract.

13. **Taxes:**

The Consultant shall pay the taxes, duties, fees, levies and other impositions payable under the Applicable Law. The Client will perform such duties in this regard to the deduction of such tax as may be lawfully imposed.

For the Client

Signed by:

Name and designation

Date:

Place

For the Consultants

Signed by:

Name and designation

Date:

Place:

List of Attachments to the Contract:

Attachment A: Description of Services

Attachment B: Consultant's reporting Obligations

Attachment C: Cost Estimates of Services, List of Personnel, and Schedule of Rates.